

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
CHICAGO DIVISION**

TAEKYUNG MOON,)
)
Plaintiff,)
)
v.) **Civil Action No.:**
)
FIRST AMERICAN TITLE,)
)
Defendant.)
 /

PLAINTIFF'S COMPLAINT AND DEMAND FOR JURY TRIAL

COMES NOW Plaintiff, Taekyung Moon (“Plaintiff” or “Moon”), through the undersigned counsel, and files her Complaint and Demand for Jury Trial against Defendant, First American Title (“Defendant” or “First American”) and in support, she states the following:

NATURE OF THE CLAIMS

1. This is an action for monetary damages pursuant to the Family and Medical Leave Act of 1996, 29 U.S.C. §§ 2601, *et seq.* (hereinafter “FMLA”).
2. This action is to redress Defendant’s unlawful employment practices against Plaintiff including Defendant’s interference with Plaintiff’s lawful exercise of her rights under the FMLA and retaliation for exercising her use of FMLA leading to her unlawful termination.

JURISDICTION AND VENUE

1. This Court has jurisdiction pursuant to 28 U.S.C. §§ 1331.
2. Venue lies within the Northern District of Illinois pursuant to 28 U.S.C. § 1331(b) because a substantial part of the events giving rise to this action arose in this Judicial District.
3. Defendant is a foreign corporation, licensed and authorized to conduct business in the State of Illinois and doing business within this Judicial District.

FACTUAL ALLEGATIONS

4. Plaintiff began her employment with Defendant on or about March 1, 2021, as a Title Examiner.

5. On or about June 20, 2022, Plaintiff requested a leave of absence due to an upcoming foster care placement at her home.

6. On June 22, 2022, Defendant notified Plaintiff that she was eligible and qualified for FMLA leave.

7. Plaintiff's tentative start date for FMLA was July 18, 2022, running consecutively, no longer than the 12 weeks maximum the FMLA allows.

8. On July 18, 2022, Plaintiff's employment was terminated under pretext.

9. Plaintiff was notified that she was terminated due to budget cuts and the process of selection was based on seniority.

10. Plaintiff had more seniority in her position as a Title Examiner than similarly situated employees at the time of Plaintiff's termination.

11. Defendant exhibited a pattern of targeting employees for lay-off prior to an employee going on scheduled protected leave.

12. Prior to Plaintiff's termination, a similarly situated employee was notified that she as well was being laid off. This employee was about to go on maternity leave. At the time the employee was terminated, Plaintiff had less tenure than the employee; however, Defendant still terminated the employee going on maternity leave rather than Plaintiff with less seniority.

13. Plaintiff has been damaged by Defendant's unlawful conduct.

14. Plaintiff has had to retain the services of undersigned counsel and has agreed to pay said counsel reasonable attorneys' fees.

Count I: FMLA Interference

3. Plaintiff re-alleges and adopts, as if fully set forth herein, the allegations stated in Paragraphs 1-14 above.

4. Plaintiff is a covered “employee” as defined by the FMLA because she worked for Defendant for more than 12 months preceding the leave, had more than 1,250 hours of service during the 12 months preceding the leave, and worked at a location where the employer has at least 50 employees within 75 miles.

5. At all times relevant to the case, Defendant is and was a covered “employer” under the FMLA because it has more than 50 employees employed at Plaintiff’s work location in 20 or more workweeks in the calendar year preceding the leave request.

6. Plaintiff exercised or attempted to exercise her rights under the FMLA.

7. Defendant interfered with Plaintiff’s rights by terminating Plaintiff for exercising or attempting to exercise Plaintiff’s FMLA rights.

8. Defendant’s actions were willful, knowing and voluntary, and otherwise done with malice and/or reckless indifference for Plaintiff’s rights.

9. Plaintiff was injured due to Defendant’s willful violations of the FMLA, to which Plaintiff is entitled to legal relief.

Count II: FMLA Retaliation

10. Plaintiff re-alleges and adopts, as if fully set forth herein, the allegations stated in Paragraphs 1-14 above.

11. Plaintiff is a covered “employee” as defined by the FMLA because she worked for Defendant for more than 12 months preceding the leave, had more than 1,250 hours of service

during the 12 months preceding the leave, and worked at a location where the employer has at least 50 employees within 75 miles.

12. At all times relevant to the case, Defendant is and was a covered “employer” under the FMLA because it has more than 50 employees employed at Plaintiff’s work location in 20 or more workweeks in the calendar year preceding the leave request.

13. Plaintiff exercised or attempted to exercise her rights under the FMLA.

14. Defendant retaliated against Plaintiff for exercising or attempting to exercise Plaintiff’s FMLA rights by terminating Plaintiff’s employment while Plaintiff was on an approved leave.

15. Defendant’s actions were willful, knowing and voluntary, and otherwise done with malice and/or reckless indifference for Plaintiff’s rights.

16. Plaintiff was injured due to Defendant’s willful violations of the FMLA, to which Plaintiff is entitled to legal relief.

PRAAYER FOR RELIEF

WHEREFORE, Plaintiff, requests this Honorable Court:

- a) Enter judgment requiring Defendant to pay back pay and benefits found to be due and owing at the time of trial, interest on back pay and benefits, front-pay and benefits, and liquidated damages;
- b) Granting Plaintiff costs and attorney’s fees (including expert fees); and
- c) Any other relief this Court deems just and equitable.

JURY DEMAND

Plaintiff hereby requests a trial by jury on all triable issues herein.

Respectfully Submitted:

/s/ Eric Rogers

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